

From: Anonymous
To: Microsoft ATR
Date: 1/29/02 2:52am
Subject: Microsoft Settlement

(Email, part 1, server size truncation)

Introduction

This document is a sparse skeleton, as the author only discovered the ability to file Microsoft final ruling commentary about a day ago. The 1/28/02 deadline is now known and the skeleton commentary is submitted to meet that deadline, on Email date/time.

The author asserts this timely skeleton is sufficient, as he is claiming US legal mandate in a comment to the US DOJ, carrying "coals to Newcastle" so to speak. However, the author will continue to make a more detailed argument with references and plans to file that argument as a collateral DOJ complaint in about a week, with disclosure to presumptively interested parties Apple Computer, American Online, and the other non Judgment participating sovereign states. The author presumes the DOJ will disclose that complaint to Judgement interested parties. The author stands by this skeleton, speculates that further argument may be of benefit in the pursuit of justice, plans that further submission within about a week, but has major collateral duty and makes no delivery guarantee.

The major issues, see below, are the Apple QuickTime environment change, the "server side" functionality, and the possible secret Microsoft scheme in iterative maneuvers of an unwitting user body into periodic, not one time, computer system licensing fees. This document is written from memory but is believed to be correct. If nothing shows up in two weeks, 2/11/02, the claim of further argument delivery expires.

The author is not computer "innocent", speaks from decades of computer operating system development and maintenance experience as well as legal awareness. The author has purchased, installed, and used Microsoft operating system and tool software. The author is neither lawyer nor witness, attributes the entirety of the possible factual issues to media sources, is submitting Federally protected, US Amendment One petition believed to be true, but labeled as speculation and not fact, expects full investigation, and may be entirely wrong.

This document is not signed, as the author is not witness and has collateral awareness of retaliation to complaint. However, US Amendment Right of Petition specifies no signature mandate.

Claim

It is possible Microsoft is guilty of bad faith at a minimum, in knowing, pre-judgement violation of Final Judgement III. A. Prohibited Conduct, "... shall not retaliate" This retaliation is possibly via the continuing exercise of a scheme or artifice to defraud OEM's and clients with continual, anti-competitive, fraudulent conduct possibly in violation of US Title 18. It is possible that scheme or artifice is a racketeering enterprise run for profit. It is possible there is probable cause for formal investigation of these issues within US Title 18 mandate.

Assertion

Use of the Microsoft Operating System Product ("MOSP"), and / or Internet connectivity use of the MOSP to other sites or to Microsoft sites, is possibly directly linked to the exercise of interstate commerce, interstate wire traffic, and causal or facilitated US Mail, thus making US Title 18 mandates material.

Assertion

Client usage of purchased MOSP tools runs under sovereign state contract law and regulation, thus possibly defining contract and / or property right entitlement(s) covering that MOSP tool exercise. An involved sovereign state who may have sovereign state entitlement change in progress has a right to a hearing on these possibilities.

Assertion

A reasonable person view of MOSP security support, also within full sovereign entitlement, is possibly a further, distinct property right entitlement and / or contract material issue.

Assertion

A reasonable person view of questionable MOSP operating system maintenance changes, security or otherwise, changes that impact or eliminate legacy services or that suddenly mandate new interfaces, when viewed by that reasonable person in the current "operating system world" and / or history, may involve property right entitlement and / or contract breach, on that questionable cause.

Assertion

An undisclosed change to the MOSP that substantively both eliminates a prior OEM function and adds a Microsoft maintenance/change may be viewed by a reasonable person as an extortionate act. One wants the change and is thus forced to give up the function . . . to get the change. Alternatively, one installs the change with secret OEM function elimination, possibly evolves into substantive value in the effect of that change, suddenly discovers the OEM function elimination, but no longer can simply "back up" to the prior maintenance level, because of involvement in MOSP change.

Assertion

It is possible Microsoft made an MOSP maintenance change that, in part, knowingly eliminated the ability of a current Apple QuickTime product to function. It is possible that change was not done for MOSP function enhancement, but was rather done to harm OEM Apple, to reduce competitor product QuickTime usage, to enhance competing product Microsoft Media Player usage, and to enhance Microsoft profit at the expense of client MOSP service and choice. It is possible a harmful act of this type may be a contract breach, an interstate wire received, cause of breach, and / or a property right entitlement denial.